

# **Lynchburg Community Market Handbook**

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# **LYNCHBURG COMMUNITY MARKET HANDBOOK**

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{PRIVATE }

# **LYNCHBURG COMMUNITY MARKET**

## **HISTORY & LOCATION**

As one of the nation's oldest markets, beginning in 1783 in downtown Lynchburg, the Lynchburg Community Market (LCM) is housed in the historic Armory Building and its adjacent plaza at 1219 Main Street, the corner of 12<sup>th</sup> & Main Streets.

## **GOALS**

The Lynchburg Community Market's goals are:

- To perpetuate Lynchburg's historic public market activity
- To celebrate the region's food traditions
- To provide access to fresh, farm-grown food while supporting local area agriculture
- To provide a public downtown gathering place, a "town square"
- To help revitalize downtown Lynchburg

In 1987 the Market expanded to a six-day a week interior market while keeping with the tradition of the Saturday farmer's market. The farmers have been joined by vendors selling crafts, by several popular mini-restaurants that serve breakfast and lunch within the Market in two food court areas and by vendors of fresh meat, Virginia products and gifts.

## DEFINITIONS

**FACILITY** – Lynchburg Community Market, City Armory

- Market Hall – The area located within the interior portion of the LCM, including inside table space
- Market Plaza – The area located outside the LCM including under the large shed; the area surrounding the fountain; outside table space and the parking lot
- Permanent Shops - Enclosed spaces located inside the Market Hall
- Mini-Restaurants - Enclosed spaces located inside the Market Hall
- Stalls –permanent outside and inside spaces located at the LCM that are approximately 10' X 10".
- Walk-In Cooler with Individual Bins – Available for the use of vendors for a limited amount of storage on a first-come, first-served basis at a fee.

**FRIENDS OF THE LCM** – A non-profit, 501 (c) (3), organization of volunteers, started in 1987, whose charter is to:

- Aid in the growth, development and improvement of the quality of services provided by the Market/Armory complex
- Enlist public, business, and governmental interest in and support for the Market/Armory
- Promote Market/Armory services to both vendors and customers, and market activities and festivals.
- Anticipate and find the means to fulfill the needs of the Market/Armory as defined by City Administration.

The "Friends of the Market" organization has no management authority for the operation of the LCM.

**HANDCRAFTED** – An article is considered to be handcrafted when:

- The shaping and forming of the article from a variety of materials, its finishing and decoration are accomplished by hand-labor and manually controlled methods are used that permit the maker to control and transform the construction, shape, design and finishing of each major part of an individual product.
- The article is the original idea of a craftsperson or a skillful rendering of a traditional or classic design.
- Each item is hand-crafted by the craftsperson.
- The item displays craftsmanship, not just handiness.
- Ready-made parts or materials are used only if they are subordinate to the total design and craftsmanship of the article.

Products not considered crafts include:

- Mass produced or manufactured goods
- Second-hand goods
- Embellished items (e.g. decorated mass produced items)

**HOME GROWN:** this category to define produce is not used at the LCM. The terms "Locally Grown", "Virginia Grown" or "Re-sell Produce" are used at the LCM.

**HOMEMADE** – This label applies to goods being sold at the LCM, usually baked or preserved goods made at the home of the vendor or under the direct supervision of the vendor. All food items in this category must meet the standards set by the VA Health Dept. and the VA Department of Agriculture and Consumer Services, including labeling,

content and proper storage rules. Representatives of the VHD, the VDACS and the LCM reserve the right to inspect the premises where goods being sold at the LCM are being prepared. The failure of a Vendor to allow access or cooperate in the inspections will be grounds for the termination of the Vendor's lease to do business at the market.

**LCM ADVISORY COMMITTEE** – A committee formed to advise City staff on the management and future of the LCM and appointed by the Director of Parks & Recreation. The Committee consists of:

- The Market Manager
- Business Services Manager, Parks and Recreation
- One member from the Friends of the Community Market association
- Two members from the Vendor group that is comprised of Farmers, Growers, Home-Made Food Preparers, Produce Re-Sellers
- One member from each of the following Vendor groups:
  - Mini-Restaurants;
  - Craft Artisans;
  - Permanent Shops.

The Advisory Committee shall meet, at a minimum, once a quarter to advise City staff on issues of the LCM. The Advisory Committee will review policy, recommend and comment to City Administration on policy changes and overall management of the LCM. The LCM Advisory Committee has no management authority for the operation of the LCM.

**LCM CRAFT Committee**– A committee appointed, by the Director of Parks & Recreation, and consisting of the LCM Manager and at least two (2) individuals who are qualified to certify craft workmanship, originality, whether crafts appear to be handmade and appropriate for sale as “Artisan-Made Crafts” at the LCM. This committee will meet at least once a month for craft certification decisions for the LCM. The certification of a craft does not guarantee space to sell at the LCM, but will expedite leasing when space is available.

**LCM SELECTION COMMITTEE:** A committee comprised of the LCM Manager and two (2) qualified citizens, appointed by the Director of Parks and Recreation. The committee is charged to review applications for mini-restaurants and permanent shops. The committee makes recommendations to the Business Services Manager in leasing these spaces. Decisions of the Business Services Manager are final.

**LCM VENDORS ASSOCIATION** – A non-profit, 501(c) (3),\* organization whose by-laws describe its purposes as:

- To promote the sale of Virginia handmade and homegrown products direct to consumers
- To provide a means in which farmers and craft artisans who produce or make what they sell can meet regularly
- To provide services such as special events that benefit all Market members

Membership is described as “open to vendors selling at the LCM and other persons who support the goals of the Vendors Association”. The LCM Vendors Association organization has no management authority for the operation of the LCM.

\* Non profit status is pending

**LOCALLY GROWN** - Produce grown by the selling Farmer Vendor, within a 75-mile radius of the LCM. Vendors selling produce/products that are “Locally Grown” may and

are encouraged to label their products as such.

#### REGULATORY DEPARTMENTS OF CONCERN AT THE LCM

- Virginia Department of Environmental Health (VDH) – Regulates any food that is sold to the public at the LCM or elsewhere such as hamburgers, hot dogs, breakfast and lunch foods, etc. The booklet, “Commonwealth of Virginia, Board of Health, Food Regulations (12 VAC 5-421), contains all requirements that apply to the sale of food and is available for a small fee at the Lynchburg Health Dept., 1900 Thomson Dr., Lynchburg, VA 24501 (Near Lynchburg General Hospital).
- Virginia Department of Agriculture & Consumer Services (VDACS) – Regulates produce, products prepared in home kitchens and many other items that are sold at the LCM. Details are contained in a publication, “VDACS Food Safety Instruction Packet”, that can be obtained by calling the VDACS office, (804) 786-3520, Richmond, VA or at (540) 857-7344, Roanoke, VA. Farmers may also apply to VDACS to establish their products as “Virginia Grown”.
- Commissioner of Revenue Office – The Commissioner of Revenue Office, City Hall, 900 Church St., Lynchburg, VA 24504, issues and regulates licenses and permits for those who sell goods anywhere in the City of Lynchburg including the LCM.
- Treasurer's Office, City of Lynchburg – LCM Vendors at the LCM are responsible for knowing and abiding by all tax laws. Details are available at The Treasurer's office, City Hall; 900 Church St., Lynchburg, VA 24504.

RE-SELLERS – A Re-Sell Vendor is defined as one whose principal operation consists of buying produce and/or goods from others and reselling it for profit (retail operation). Re-sellers at the LCM shall be strictly regulated as described below in “Operating Policies Specific to Each Vendor Group, Section A, Farmers/Growers/Producers of Homemade Goods and Produce Resellers”

VENDORS – There are four categories of Vendors or proprietors permitted to sell at the LCM:

- Farmers/Growers/Home-Made Food Preparers/Produce Resellers – Farmers/Growers are defined as professional farmers, part-time farmers, and urban/suburban/rural growers, who bring agricultural produce and related products to the LCM to sell. Preparers of goods such as cakes, breads, herbs, jams, jellies are permitted at the LCM under this category. All of these Vendors must follow all guidelines and meet the requirements of the VDH and VDACS.
- Craft Artisans - Craft Artisan vendors are defined as those making handcrafted decorative and/or functional items to sell at the LCM that demonstrate quality of craftsmanship. Products must be homemade and/or handcrafted by the vendor. See “Handcrafted” definition and “Operating Policies Specific to Each Vendor Group, Section B, Crafts Artisans” for exact requirements.
- Mini-Restaurants - Mini-Restaurants are defined as those making and selling foods that are ready to eat either as takeaway or to eat at the LCM. Such items include, but are not limited to cooked vegetables and meats, baked goods, sandwiches, lunch and breakfast foods, salads, desserts, ice cream, coffee, sodas, and other non-alcoholic beverages. See “Operating Policies Specific to Each Vendor Group, Section C, Mini-Restaurants” for exact requirements.
- Permanent Shops - A few Permanent Shop spaces are available at the LCM. See “Operating Policies Specific to Each Vendor Group, Section D, Permanent Shops” for exact requirements.

VIRGINIA GROWN: A program administered by the Virginia Department of Agriculture and Consumer Services (VDACS). Vendors selling produce/products certified by the VDACS as “Virginia Grown” may and are encouraged to label their products as such.



## LYNCHBURG COMMUNITY MARKET OPERATING HOURS

1. The official Market hours are as follows:
  - Mon.-Sat. - 7 AM – 2 PM for all vendors
  - Sun. and Government Holidays - Open for special events only
2. All Vendors will have access to the LCM at 5 AM, two hours prior to opening to unload/set up merchandise. No Vendor shall set up before 5 AM. All vendors must exit the facility no later than two hours after closing. Additional times for loading/unloading may be available upon request to the Market Manager.
3. The doors to the inside Market facility will be unlocked at 6 AM to admit customers.
4. Vendors of all leased indoor spaces are required to operate and on Saturday. LCM Vendors shall have sufficient quantity and variety of merchandise to sell during these hours and the merchandise must be properly displayed.
5. Monthly Vendors of outside stalls are expected to operate and sell on Saturdays during the months of April – October.
5. Mini-restaurants and permanent shops are expected to be open for business a minimum of five (5) days a week, six (6) hours daily, one of those days must be Saturday.
6. Vendors of all leased spaces must post and adhere to their established operating hours.
7. The City may terminate the lease of any Vendor that is consistently absent.
8. Changes in the operating hours will be at the discretion of the Director of Parks and Recreation.
9. The LCM Manager will:
  - Schedule hours of operation
  - Post hours in a prominent location at the LCM
  - Advertise hours in local news media as appropriate.

## GENERAL STATEMENT OF POLICIES THAT APPLY TO ALL LCM VENDORS

1. This statement of policy regarding the operation of the Lynchburg Community Market (LCM) and other use of the Armory building and Market plaza area rescinds all previous or conflicting rules and regulations regarding the operation of the Market. **This policy is effective beginning May 1, 2007.**

2. The LCM is to be used primarily as a market place for farm produce, home-made food goods, hand-made crafts of an artisan quality, fresh meat, and Virginia products and as a food court with mini-restaurants. Additionally, the Market plaza area may be used as a “town square” for \*City-permitted special events. The use of the facility for other purposes shall in no way interfere with the normal operation of the LCM.

\*Please refer to the City of Lynchburg web site:

<http://lynchburgva.gov/Index.aspx?page=505> for information on Special Events Policies, including how to obtain a Special Events Permit.

3. Every vendor and all activities conducted at the LCM must comply with Federal, State and local laws.

4. It is the responsibility of all Vendors at the LCM to obtain and abide by all regulations of the Virginia Department of Environmental Health (VDH), the Virginia Department of Agriculture and Consumer Services (VDACS), and the Lynchburg Commission of Revenue and Treasurer's offices. Information packets and forms are available at:

- VA Dept. of Health - [www.vdh.virginia.gov](http://www.vdh.virginia.gov), or in person at 1900 Thomson Dr., Lynchburg, VA 24501, hours-8:15 AM – 4:30 PM weekdays; (434) 947-6781
- VA Dept. of Agriculture and Consumer Services - [www.vdacs.virginia.gov](http://www.vdacs.virginia.gov), Richmond, VA or by calling (804) 786-3520 and requesting a “Food Safety Instruction Packet”.
- Lynchburg Commissioner of Revenue – <http://lynchburgva.gov>; City Hall, 900 Church St.; (434) 455-3870
- Lynchburg Treasurer's Office – <http://lynchburgva.gov>; City Hall, 900 Church St., Lynchburg, VA 24504; (434) 455-4242.

5. If a Vendor grows what he or she sells at the LCM, they are not required to have a permit from the City of Lynchburg. All other vendors are required to have a permit issued by the City of Lynchburg. Permits and business licenses must be displayed in a visible location at all spaces.

6. Parties interested in selling at the LCM must complete and submit application for space in accordance with the “Application, Lease Agreements and Space Assignments” sections of this handbook.

7. Making application does not guarantee space at the LCM. Applications will be reviewed and spaces allocated in accordance with the “Application, Lease Agreement and Space Assignments” section of this handbook. The City reserves the right to select vendors that best support the goals the LCM, enhance the market mix and fully complete the application process.

8. Wholesaling and Reselling is strictly prohibited except as it applies to the reselling of produce and the leasing of permanent shops as defined in these policies.

9. LCM management has the sole authority to approve or disapprove any items to be sold at the LCM and reserves the right to refuse space to any vendor selling unsuitable merchandise.

10. Representatives of the VHD, VDACS, and the LCM Manager or his or her representative reserve the right to conduct a visit to a Vendor's workshop, farm, or kitchen to ensure the integrity of products being sold at the LCM. The failure of a Vendor to allow access or cooperate in the inspections will be grounds for the termination of the Vendor's lease to do business at the market.

11. The City may inspect leased stalls, Permanent Shops and Mini-Restaurants at anytime. Vendors may not change locks without approval from the LCM Manager. A key for each shop must be on file with the LCM Manager.

12. The City will not be liable for damage to or loss of any of the Vendor's property, merchandise, equipment, or the property or equipment of any or its agents or employees which is brought onto the premises, regardless of how such damage or loss may occur, including any losses or damages caused by electrical or equipment failure, thefts, fire or by any other reason whatsoever. It is expressly agreed and understood that the Vendor, its agents and employees, in placing property, merchandise or equipment in and on the premises do so at their own risk.

13. Vendors are encouraged to create displays at LCM that are attractive; however, LCM management must first review and give written permission for all stall or shop space modification, including posted or hanging materials.

14. All Vendors (lessees) shall be held responsible for the actions of their employees, agents and persons working with the Vendor.

15. Smoking is prohibited inside the Market Hall, including all Permanent Shops and Mini-Restaurants. Smoking is prohibited within thirty (30) feet of Market Hall entrance doors and walkways.

16. Animals are not permitted at any time at the LCM, including the Market Hall and Market Plaza except for service animals.

17. Each Vendor or Proprietor is responsible for the cleaning and maintenance of his or her space, including the collection, removal and proper disposal of all refuse, grease and trash generated from his or her space.

18. Only clear liquids of a non-hazardous nature may be poured down the LCM drains.

19. No hazardous materials, substances, equipment or objects shall be brought onto the LCM premises that will endanger or create a safety hazard to life, limb or property. Items for sale must meet all safety standards as defined by the VDH and the VDACS.

20. The LCM works in full cooperation with the Virginia Department of Health (VDH) and the Virginia Department of Agriculture and Consumer Services (VDACS).

21. It is the responsibility of the Vendor to contact the LCM Manager in the case of emergencies that prevent paying fees and/or complying with the terms of the lease and

LCM policies. A request for special consideration must be made in writing from the Vendor to the LCM Manager. Each situation will be given due consideration.

22. Vendors are responsible for safeguarding their products, supplies and money. Such items should not be stored in the Market during non-business days. The City is not responsible for loss or theft.

23. The LCM office, telephones, copier and computers are for City staff use only.

24. Office staff may not accept payment for items sold at the LCM by vendors.

25. Fees and rents are collected as follows:

- Vendors of Permanent Shops and Mini-Restaurants will be billed monthly by the City of Lynchburg, Department of Finance. Vendors are considered in default if rent is 30 days past due. Late payments will be subject to the City's standard interest and late penalty. The City may terminate a lease of any Vendor in default.
- All monthly stall Vendors shall pay rent to the LCM office by the last Saturday of the month for the next month. Rent is considered in default if not received by the first Saturday of every month. At time of default the LCM considers the lease terminated and will proceed with leasing the space.
- Daily Vendors must pay the daily fee to the LCM office prior to setting up in a designated stall space.
- No refunds will be given.
- The LCM is not responsible for lost or late payments sent through the mail or by third parties.

26. The following policies serve to guide the maintenance and modification of spaces at the LCM:

- Vendors of Permanent Shops and Mini-Restaurants shall be responsible for all furnishings, appliances and fixtures.
- All changes and alterations to Permanent Shops, Mini-Restaurants and stalls must be approved, in writing, by the LCM Manager in advance of construction.
- All structural changes become the property of the City of Lynchburg upon termination of the lease.
- Electrical service is provided to inside stalls, Permanent Shops and Mini-Restaurants. The use is limited to the amperage provided.
- Alteration of the electrical service must be approved in writing by the LCM in advance of construction.
- Permanent Shops and Mini-Restaurants are rented in an "as is" condition. Any structural, plumbing, and /or electrical modifications are the responsibility of the Vendor and will be undertaken only after obtaining written permission of the LCM Manager. Modifications are at the expense of the Vendor, unless otherwise agreed upon in writing. The Vendor is required to obtain a City Building Permit prior to any modifications or construction of the spaces.
- Vendors may not use nails or other set-up materials which permanently damage stalls, Permanent Shops and Mini-Restaurants or create a safety hazard.
- Name signs are required of monthly inside stall vendors. The sign must be a maximum size of 36"X18" and hung in a location that does not impede customers or create a hazard. All signs must be approved in advance by the LCM Manager.

27. All sales must be made from the Vendor's stall or space. No sales will be permitted in the loading zone, common areas or aisles except under certain circumstances which must be approved in writing by the LCM Manager.

28. Failure to meet the terms of the lease, to comply with approved LCM policies, or to make payment of fees on time will be considered as just cause to immediately cancel any lease without prior notification.

29. When a space is vacated, for whatever reason, all items belonging to the Vendor must be removed from the space on or before the last day of the lease period. Any remaining items become the property of the City of Lynchburg and may be disposed of at the City's discretion.

30. When a space is vacated, for whatever reason, the Vendor must leave the space in the same or better condition than what he/she found it.

31. Dollies are available for use by Vendors inside each of the LCM entrances on a first-come-first-served basis. Vendors should promptly return the dollies to the entrance for the convenience of other Vendors.

## APPLICATION, LEASE AGREEMENTS & SPACE ASSIGNMENTS

The Lynchburg Community Market (LCM) facility is owned and operated by the City of Lynchburg. The LCM staff has the authority to establish leasing policies that facilitate development of a desired market mix to best serve the City and customers of the market

The primary objective of the desired market mix is to provide access to locally grown produce and agricultural products, home-made and locally produced food products and locally owned restaurants. The market also has a limited capacity to offer products produced from craft artisans.

1. A Vendor must make application, obtain written permission from LCM management in the form of a completed and signed agreement or lease and pay all applicable rent before occupying any stall or space and selling at the LCM.

2. Applications to vend at the LCM will only be considered and approved if the applicant is in good standing with the City of Lynchburg.

3. The following priorities will be considered in making decisions on leasing stalls and spaces:

- Farmers/Growers/Home-Made Food Preparers will be given priority for interior and exterior stall spaces and Permanent Shops. Vendors agreeing to establish and adhere to operating hours of three (3) or more days will be given priority for interior stall spaces. Farmers/Growers/Producers of “Locally Grown” and “Virginia Grown” produce or products will be given priority in stall rentals.
- Locally owned and operated businesses will be given priority for the Permanent Shops and Mini-Restaurants. No franchises will be allowed to operate in the LCM.
- Craft Artisans agreeing to establish and adhere to operating hours of three (3) or more days will be given priority over those operating less days.
- Farmers/Growers/Home-Made Food Preparers will be given priority for the tailgate and front row stalls.

4. The following types of spaces are available for rent:

- Permanent spaces
- Mini-restaurants
- Interior stalls
- Outside stalls
- Walk-in cooler space

5. Procedures for applying for a space at the LCM are as follows:

### Permanent Shops and Mini-Restaurants:

- Applications are only accepted for open spaces. Openings will be advertised with an established application time period. To be considered for the space the application must be received during the established application time period.
- The LCM Selection Committee will review all applications and make recommendations to the Business Services Manager, Parks and Recreation. The LCM Selection Committee may request an interview with the applicants as part of the selection process. If the applicant is a Craft Artisan the LCM Craft Jury will also participate in the selection process.

- The Business Services Manager will make all final decisions. His or her decisions are final.
- Leases for Permanent Shops and Mini-Restaurants are for one year.
- Application for Permanent Shops and Mini-Restaurants should be made using Attachment 3.
- Application does not guarantee a space.

Interior and Outside Stalls:

- Applications are accepted at the market office on an ongoing basis.
- Farmers/Growers/Home-Made Food Preparers/Produce Resellers should utilize Attachment 1 to submit an application and Craft Artisans should utilize Attachment 2 to submit an application.
- Application does not guarantee a space.

Walk-In Cooler Space:

- A large walk-in cooler for the use of Farmers/Growers/Home-Made Food Preparers/Produce Resellers, Mini-Restaurant and Permanent Shop proprietors for a limited amount of storage at the LCM is available on a first-come, first-served basis.
- Vendors are limited to renting a maximum of three storage bins in the walk-in cooler.
- Leases are on a month by month basis.
- Application for cooler space should be made using Attachment 4.
- Application does not guarantee a space.

6. All perspective Craft Artisan Vendors wishing to sell handcrafted items at the LCM, including, but not limited to textile, jewelry, art, pottery or photography must, before offering goods for sale:

- File an Application depending on the space with the LCM.
- At the time of application, the Craft Artisan must submit a sampling or photograph(s) of the items that will be sold at the Market.
- Submit an application with the LCM Manager that signifies the understanding that:
  - Crafts sold at the LCM will be evaluated before certification of a craft item will be given.
  - The Market Manager and the LCM Craft Committee will serve as the final decision-maker for certification.
  - The items for sale have been created by the vendor and that the vendor has read, and agrees to comply with, the guidelines for craft items.
- Receive and sign a lease agreement.
- Certification of a craft does not guarantee an immediate space for selling, but will expedite the renting of a space as it may become available.

7. Mini-Restaurant Proprietors must in advance of sales:

- File an application (Attachment 3) with the LCM Manager that specifies the nature of the food that the vendor wishes to sell. Applications will only be accepted when spaces are open and advertised.
- The LCM Selection Committee will review all applications and make recommendations to the LCM staff.
- The selection committee may request a sample of the proposed food or a sample menu during the interview process.

- Receive and sign a lease agreement.
- Obtain all licenses and pass all inspections required by law.

8. Vendors who want to use stall space for one day must have completed an application form, signed a stall-vendor lease and been pre-approved by the LCM Manager. Vendors who may want to sell on a one-time or occasional daily basis should submit their application, and have their product approved in writing and on file at least two weeks in advance before the day of anticipated sales. Space for day vendors is not guaranteed. No walk-in Vendors are allowed at the LCM.

9. At 7:30 a.m. on any day that the Market is open, any unoccupied vendor stalls may be reassigned for that day to another approved Vendor by the LCM Manager, and will be subject to the same policies for regular Vendors and goods sold at the LCM. "No Shows" will be assessed the normal stall rental rate. Emergencies will be considered by the LCM.

10. Vendors who lease on a monthly basis shall have the first option to renew his/ her lease of a specific stall, but the LCM does not guarantee a vendor any given space.

11. Failure to meet the terms of the lease, to comply with approved LCM policies, or to make payment of fees on time will be considered as just cause to immediately cancel any lease without prior notification.

12. If a current Vendor is interested in leasing a different or additional Permanent Shop, Mini-Restaurant, stall or cooler space they must make application following the procedures stated in this handbook. Application does not guarantee space. Allowing Vendors to lease multiple spaces is the exception and not considered to be in the best interest of the market. Leases will be reviewed periodically. If it is judged to be in the best interest of the LCM to improve the market mix the City reserves the right to terminate a lease.

13. LCM Management will determine assignment of all Market stalls or spaces. LCM Management reserves the right to change space assignments, at any time, as deemed necessary for the general benefit of the market.

14. Sub-leasing and/or subletting of LCM spaces is not allowed. Vendors may form partnerships and cooperatives to lease space, but all vendors in the partnership or cooperative must be under written agreement with each other and under lease with the City.



OPERATING POLICIES  
SPECIFIC TO EACH VENDOR GROUP

Section A. FARMERS/GROWERS/PRODUCERS OF HOMEMADE GOODS  
AND RE-SELLERS OF PRODUCE

These policies are intended to:

- Encourage the sale of “Locally Grown” and “Virginia Grown” produce and products
- Establish labeling and signage standards that clearly communicate to the consumer the source of the produce and products
- Provide advertising tools to Vendors to market “Locally Grown” and “Virginia Grown” produce and products

1. Selling space (stalls) at the LCM assigned for agriculture products on market days shall be strictly limited to growers residing in the Commonwealth of Virginia or adjoining states.

2. Only farm produce or products being sold at the LCM that are grown and/or produced within the borders of the Commonwealth of Virginia, and certified by the VDACS may be marked as “Virginia Grown”. Additionally farm produce or products being sold at the LCM that are grown and/or produced with a 75-mile radius may be marked as “Locally Grown”.

3. Pre-printed “Locally Grown” and “Virginia Grown” signs will be made available by the LCM Manager to Vendors who meet the requirements stated above. The LCM Manager reserves the right to verify by a farm visit that the information being posted by a Vendor is correct.

4. One hundred percent of produce sold by Farmer/Grower/Producers must be “Locally Grown ” or “Virginia Grown” by the seller or marked otherwise as allowed under “Re-Sell Vendors”. See #8, 9, and 10 below.

5. One hundred percent of goods sold by Producers of Homemade Goods must be homemade or produced by the Farmer/Producer or under his or her direct supervision.

6. Growers’ products shall include, but not be limited to vegetables, fruits, seasonal plants/flowers, meats, poultry, seafood, dairy products (milk, eggs, cheese, cream, etc.). Vendors of home-made goods may sell items that are produced as byproducts of local farms such as honey, nuts, jams, jellies, pickles, etc., and baked goods, subject to passing standards of health and safety requirements of the VDH and VDACS. The food items offered must be produced, grown, gathered and processed by the Farmer/Grower/Producer or under his or her direct supervision.

7. Knowledge of and compliance with all VDH and VDACS regulations is the responsibility of the Vendor. The LCM must be given a copy of each current inspection report from the VHD and the VDACS that shows a passing grade by each vendor to which the VDH and VDACS rules apply. A current copy must be posted at the LCM Vendor space, as required, for each item brought to LCM for sale. See General Policies, #4 above for information on how to get a copy of these regulations from the VHD and the VDACS.

8. Only Re-seller Vendors as defined in the “DEFINITIONS” Section and further defined in Policies #10, and 11 shall be permitted to sell at the LCM. *Reminder: A re-seller is defined as one whose principal operation consists of buying produce and/or goods from others and reselling it for profit (retail operation).*

9. Re-sellers who sell farm produce or farm products at the LCM that have been brought in from other states or from wholesalers that do not meet the requirements of “Locally Grown” or “Virginia Grown”, must clearly mark their items as “Re-sell Produce” and may not use “Locally Grown” or “Virginia Grown” or homegrown labels. “Re-sell Produce” preprinted signs will be made available to Vendors by the LCM Manager.

10. Vendors who do not grow the produce that is being sold, but are re-selling “Locally Grown” or “Virginia Grown” farm produce or farm products at the LCM may and are encouraged to label their products as such, giving information on the source of the product. Preprinted signs will be made available to Vendors by the LCM Manager. For example, John Smith, an approved LCM vendor is selling strawberries from Johnson’s Strawberry Farms, Amelia, VA.” A “Locally Grown” sign must be clearly visible on or near the strawberries being sold, that states “Strawberries were grown by Johnson’s Strawberry Farms, Amelia, VA.”

11. All produce or goods sold at the LCM must be of good quality, free of disease and presented in such a way that does not hide products of lesser quality, such as layering of best quality produce on top of lower quality produce.

12. All scales for weighing items sold at the LCM must display a valid and current certification sticker signed by an Inspector from the Virginia Dept. of Weights and Measures

13. Livestock may not be sold at the LCM.

#### Section B. CRAFT ARTISAN VENDORS

1. At the LCM, Craft Artisan Vendors may sell only handcrafted decorative and/or functional items that demonstrate quality of craftsmanship and are approved through the evaluation process.

2. Craft items must be homemade, made by the Craft Artisan Vendor or under the direct supervision of him or her. No commercial items may be sold by a Craft Artisan Vendor except as allowed in Permanent Shops. Reselling of any craft or commercial items is prohibited in stalls.

3. To be considered as a Craft Artisan Vendor at the LCM, Vendors must produce articles that follow the following guidelines:

- The shaping and forming of the article from a variety of materials, its finishing and decoration are accomplished by hand-labor and manually controlled methods are used that permit the maker to control and transform the construction, shape, design and finishing of each major part of an individual product.
- The article is the original idea of a craftsperson or a skillful rendering of a traditional or classic design.
- Each item is hand-crafted by the craftsperson.

- The item displays craftsmanship, not just handiness.
- Ready-made parts or materials are used only if they are subordinate to the total design and craftsmanship of the article.

Products not considered crafts include:

- Mass produced or manufactured goods
- Second-hand goods
- Embellished items (e.g. decorated mass produced items)

4. The evaluation process for Craft Artisans is as follows:

- At the time of application the applicant must submit to the LCM Manager and the LCM Craft Committee a sampling or photograph(s) of the items that will be sold at the Market.
- The LCM Craft Committee will review all applications and certify the Craft Artisan to sell at the LCM.
- The LCM Craft Committee may elect to interview the Craft Artisan as part of the evaluation process.
- Certification of a craft does not guarantee an immediate space for selling, but will expedite the renting of a space as it may become available.
- The LCM Craft Committee will make decisions on certifications of craft item(s) at least once a month.
- Decisions of the LCM Craft Committee are final.

5. Craft Artisan Vendors may use commercial items to enhance the product, but seventy-five percent (75%) of the selling cost of any item must be a result of handcrafting. For example, a photographer or artist may sell the frame that surrounds the photo or artwork that he/she created and is selling, but they may not sell commercially made frames as stock items. As a second example, a vendor may not sell gift baskets made from commercially produced baskets and commercially produced gift items.

6. There will be no “grandfathering” of previous tenants and their existing stock as of May 1, 2007.

#### Section C. MINI-RESTAURANTS

1. All Mini-Restaurant Proprietors must be in possession of valid (passing) inspection reports from the VDH and the VDACS for all prepared food items in order to sell at the LCM. Vendors are required to post this valid inspection report at their mini-restaurant in an easily seen location and to submit a copy of their current passing inspection reports to the LCM Manager.

2. It is the responsibility of Mini-Restaurant Proprietors to determine and file proper tax documents and payment on time.

3. All Mini-Restaurant Proprietors must provide up to date menus to the LCM Manager.

4. All Vendors interested in leasing a Mini-Restaurant must follow the application process outlined in “Application, Lease Agreements and Space Assignments”.

#### D. PERMANENT SHOPS

1. A select number of retail shops will be allowed within the LCM, if space is available and the proposed shop supports the overall mission of the Market. Priorities of permanent retail shops at the LCM will be:

- 1) Small grocery or convenience store
- 2) Fresh meat shop
- 3) Bakery shop
- 4) Specialty coffee shop
- 5) Produce vendor
- 6) Virginia-produced or themed products
- 7) Other food items such as home-made candies
- 8) Craft items

2. Produce Re-Sell Vendors may apply to lease a Permanent Shop space. Permanent Shop Vendors selling produce must adhere to the policies that govern signage and labeling of “Locally Grown”, “Virginia Grown” and “Resell produce”.

3. Other types of Permanent Space Vendors may be considered as tenants within the stated guidelines and policies.

4. All Vendors interested in leasing a Permanent Shop must follow the application process outlined in “Application, Lease Agreements and Space Assignments”.

## LYNCHBURG COMMUNITY MARKET PLAZA PARKING

1. Parking spaces in the LCM parking lot are available as follows:
  - A. Vendors with outside stall(s) must confine their vehicles to the allotted space(s) immediately behind his/her stall and not impede traffic in anyway.
  - B. Vendors who have front-row inside stalls are allowed to park one car in the outside parking space immediately behind his/her inside stall.
  - C. No vendor will be assigned more than two parking spaces regardless of number of stalls rented.
2. Other Vendors who have inside stalls, Mini-restaurants or Permanent Shops must unload their cars or trucks in the LCM loading/unloading space, then immediately move his/her car to parking spaces other than in the Market Plaza. The car or truck may be brought back to the loading/unloading or another available parking space after selling hours to reload. *There are two "no-fee" City parking lots nearby, one across Main St. and down a half-block and one down one block on the same side of Main St. There are a few parking spaces for handicapped vendors in the Market Plaza parking lot alongside Twelfth St.*
3. All other LCM parking lot spaces have a two-hour parking limit and are for customer use only.
4. Vendors or customers should not block the LCM Plaza driveways at any time for any reason.
5. There is a clearly posted weight limit of 3 tons for trucks parking in the LCM Plaza. This weight limit must be adhered to at all times. Violators may be restricted from further use of the LCM Plaza.
6. The Lynchburg Police Department (LPD) is responsible for enforcement of parking laws at the LCM Plaza. The LPD may issue tickets at any time for parking violations in the LCM Plaza to anyone, including Vendors
7. Continual disregard for parking rules by a Vendor is cause for termination of the lease agreement.
8. No monetary value is assigned to parking spaces nor will any Vendor be due a refund of any fee should parking policies change.
9. The City of Lynchburg and the Lynchburg Community Market reserves the right to change parking policies as needed.

## LYNCHBURG COMMUNITY MARKET INSURANCE

1. Permanent Shops and Mini-Restaurants must acquire, and keep in force, commercial general liability insurance with a combined single limit of not less than \$500,000 per occurrence including products-completed operations coverage issued by an insurance company authorized to do business in the Commonwealth of Virginia and acceptable to the City of Lynchburg.
2. The Vendor and his/her insurance company shall provide a certificate of insurance:
  - Naming the City of Lynchburg as an “additional insured”;
  - Stating that the insurance shall not be modified nor cancelled unless at least forty-five (45) days prior notice to the effect is given to the Business Manager, Parks & Recreation Dept., City of Lynchburg;
  - Indemnifying, keeping and holding harmless the Lynchburg Community Market and the City of Lynchburg from any and all claims and demands, whether for injuries to persons, or loss of life or damage to property, on or off the premises, arising out of the use or occupancy of the premises by Vendor and shall defend at Vendor’s own expense any action brought against the Lynchburg Community Market, or its agents or employees, as a result of the Vendor’s acts or omissions.

## LYNCHBURG COMMUNITY MARKET VENDOR VIOLATIONS

The Lynchburg Community Market (LCM) facility is owned and operated solely by the City of Lynchburg. The Director, Lynchburg Parks & Recreation Department (LPRD), City of Lynchburg, has authority on matters that apply to the day to day operation of the LCM, including violations by vendors and the dispensation of those violations.

The LCM Manager and his or her appointed representative have the responsibility to manage the LCM facility. The LCM Manager reports to the Business Services Manager, LPRD. The Business Services Manager reports to the Director of LPRD.

1. If the LCM Manager finds that a vendor or lessee is in violation of a LCM policy, he or she will discuss the violation with the vendor verbally, ask for specific corrective action, and keep a written record of the verbal notice, date and details.

2. If the violation is not corrected, the vendor will be:

- Notified in writing again of the violation
- A copy will be put on file in the LCM office
- A copy will be sent to the Business Services Manager
- Another meeting will be held by the LCM Manager with the vendor to discuss the problem.

Within this written notice of violation, the vendor will be told:

- What is to be done to correct the violation;
- The expected date by which action must be taken;
- The resulting action that will be taken by the LCM Manager if the corrective action is not done by the expected date.

3. A serious violation of LCM policies by a Vendor may be cause for immediate termination of a lease agreement.

4. If the LCM Manager finds numerous violations by the same vendor, even if temporary corrective action is taken each time, the LCM Manager has the authority and may cancel the offending vendor's lease and future LCM privileges.

5. The failure to maintain the required insurance coverage will be grounds for the immediate termination of a lease without the requirement of any advance notice by the City.

6. Violations that are brought to the attention of a Vendor by the VA Department of Health (VDH), the City of Lynchburg Fire Marshall or Building Code Inspector, or the VA Department of Agriculture and Consumer Services (VDACS) that are not corrected in a timely manner by the vendor as defined above will be considered cause for immediate termination of lease and eviction from the LCM by the LCM Manager, whether or not the applicable State agency shuts down the business.

## PROCESS FOR COMPLAINTS

1. Any complaints concerning the LCM and/or conflict with or allegation of violations of LCM Policies must be brought in writing to the LCM Manager

2. In order for a complaint, notice of conflict or alleged violation to be considered, it must be written in a business-like manner and must include:

- Full name, address, telephone number of complainant and relationship to the LCM (Vendor, customer, former vendor, etc.)
- Naming of the vendor about which the complaint is being lodged, if applicable
- Naming of the appropriate LCM policy by page and section that apply.
- Written complaints, unless of a criminal nature, may be disclosed under the Freedom of Information Act.

3. The LCM Manager shall investigate and discuss the written complaint, notice of conflict or alleged violation with complainants and/or applicable vendors within ten working days of receipt of the complaint by the LCM Manager.

4. A written response, with appropriate copies to the Business Manager and the Director, Parks & Recreation Dept., City of Lynchburg, shall be made to the complainants by the LCM Manager within ten additional working days of discussion with the complainant.

5. If the LCM Manager has agreed that a complaint about a vendor is valid and a violation has occurred, the violation shall be treated in the same manner as described above in "VENDOR VIOLATIONS".



LYNCHBURG COMMUNITY MARKET  
FEES  
April 1, 2007

Location	Monthly	Daily	
Outside Stalls	\$65 April-Aug. \$35 Sept.-Apr.	\$20	
Inside Stalls:		Fri.-Sat.	Mon.-Thurs.
Tailgate	\$70	\$25	\$12.50
Front Row	\$60	\$20	\$10.00
Other	\$50	\$15	\$ 7.50
Cooler Bins	\$25 each	Not Applicable	
Mini-Restaurants	(Square footage x \$9/sq ft) / 12 + \$35 vent cleaning fee	Not Applicable	
Permanent Walled Space	(Square footage x \$9/sq ft) / 12	Not Applicable	

All fees and rental rates are reviewed on an annual basis and the City reserves the right to change rent and fees at the LCM.



# The City of Lynchburg, Virginia

301 GROVE STREET, LYNCHBURG, VA 24501 (434) 455-5858  
FAX (434) 528-2794

PARKS AND RECREATION  
DEPARTMENT

**ATTACHMENT 1  
LYNCHBURG COMMUNITY MARKET  
APPLICATION FOR STALL RENTAL TO SELL  
PRODUCE, FARM PRODUCTS, HOMEMADE FOOD GOODS, or RESELL PRODUCE**

I hereby apply to sell at the Lynchburg Community Market.

Primary Seller \_\_\_\_\_

Other People Authorized To Sell Your Produce, Farm Products,  
Homemade Food Goods at Your Stall  
\_\_\_\_\_

Business Name \_\_\_\_\_  
(If applicable)

Mailing Address \_\_\_\_\_

Phone # (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-Mail \_\_\_\_\_

Business License # \_\_\_\_\_ State Tax # \_\_\_\_\_

Agriculture Inspection Report # (if applicable) \_\_\_\_\_

1. Please check appropriate product category: ( ) Locally Grown Produce  
( ) Certified Virginia Grown ( ) Re-Sell Produce ( ) Home-Baked Goods  
( ) Home- Produced Goods ( ) Flowers/Plants

2. Please give a detailed description of the product(s) you propose to sell, price list (Please attach), your target market and how your business will complement the LCM market mix:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. I currently sell at these locations (Circle and provide details)

On Farm/At Home/  
Farm Stand \_\_\_\_\_

Other Public Markets: \_\_\_\_\_

Retail Outlets: \_\_\_\_\_

Fairs, Festivals \_\_\_\_\_

Other \_\_\_\_\_

4. If your product requires any special use of a booth space or additional needs to house your products, please describe: \_\_\_\_\_

\_\_\_\_\_

5. I have previous been granted a permit to sell at the Lynchburg Community Market:  
( ) Yes ( ) No

If "Yes", give approximate date:

6. I understand that Vendors are required to operate on Saturdays from 7 AM to 2 PM. I understand that the LCM is also open Mon. – Fri. from 7 AM to 2 PM and that I may choose to sell any or all of these days. If you receive a stall, what other days, if any, do you plan to open your stall Mon. – Fri ( ) Mon. ( ) Tues. ( ) Wed. ( ) Thurs. ( ) Fri.

7. I have read and agree to abide by all policies of the LCM as stated in the LCM Handbook. I certify that all of the information contained in this application is true and correct and that supplying false or misleading information is grounds for the termination of the applicant's lease.

Applicant Name (Please print legibly) \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Date of Application \_\_\_\_\_

Market Manager Signature \_\_\_\_\_

Date Received by the LCM Manager \_\_\_\_\_



## The City of Lynchburg, Virginia

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301 GROVE STREET, LYNCHBURG, VA 24501 (434) 455-5858  
FAX (434) 528-2794

PARKS AND RECREATION  
DEPARTMENT

### **ATTACHMENT 2 LYNCHBURG COMMUNITY MARKET APPLICATION FOR STALL RENTAL TO SELL ARTISAN CRAFTS**

I hereby apply to sell at the Lynchburg Community Market:

Primary Seller \_\_\_\_\_

Other People Authorized to Sell Your Artisan Craft(s) at Your Stall  
\_\_\_\_\_

Business Name \_\_\_\_\_  
(if applicable)

Mailing Address \_\_\_\_\_

Phone # (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-Mail \_\_\_\_\_

Business License # \_\_\_\_\_ State Tax # \_\_\_\_\_

1. Please give a brief description of the product(s) you propose to sell.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I currently sell at these locations (Circle place and provide details.)

Other Public Markets \_\_\_\_\_

Retail Outlets, including Galleries \_\_\_\_\_

Internet \_\_\_\_\_

Fairs, Festivals \_\_\_\_\_

On Farm/At Home \_\_\_\_\_

Other \_\_\_\_\_

3. If your product requires any special use of a booth space or additional needs to house your products, please describe: \_\_\_\_\_

---

4. I have previously been granted a permit to sell at the Lynchburg Community Market  
( ) Yes ( ) No If "Yes", give approximate date:

5. I understand that Vendors are required to operate on Saturdays from 7 AM to 2 PM. I understand that the LCM is also open Mon. – Fri. from 7 AM to 2 PM and that I may choose to sell any or all of these days. If you receive a stall, what other days, if any, do you plan to open your stall Mon. – Fri ( ) Mon. ( ) Tues. ( ) Wed. ( ) Thurs. ( ) Fri.

6. I understand that all Artisan Craft applications are reviewed by the LCM Craft Committee and must certify the artisan prior to being considered for a space at the LCM. I certify that the crafts submitted for evaluation have been created by the applicant.

7. I have read and agree to abide by all policies of the LCM as stated in the LCM Handbook. I certify that all of the information contained in this application is true and correct and that supplying false or misleading information is grounds for the termination of the applicant's lease.

Please provide sample(s) or photograph(s) of your work at the time of application.

Applicant Name (Please print legibly) \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Date of Application \_\_\_\_\_

Market Manager Signature \_\_\_\_\_

Date Received by the LCM Manager \_\_\_\_\_



# The City of Lynchburg, Virginia

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301 GROVE STREET, LYNCHBURG, VA 24501 (434) 455-5858  
FAX (434) 528-2794

PARKS AND RECREATION  
DEPARTMENT

**ATTACHMENT 3**  
**Lynchburg Community Market**  
**Permanent Shop/ Mini- Restaurant Application**  
**Shop \_\_\_\_\_**

The City of Lynchburg reserves the right to reopen the application process if no vendors are found that meet our needed requirements.

**Applicant Information**

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Owner(s) Name: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner daytime phone number: \_\_\_\_\_

**Proposal**

If this business is now in operation, please describe the business (include years in operation and current location): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please describe your business proposal for the Lynchburg Community Market, include a general description of your product(s), your target market, how your business compliments the market mix, etc: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide details of your operations plan, include hours of operation, staffing commitment, and any logistical needs that City staff should be aware of i.e. shipping, storage requirements, etc: \_\_\_\_\_

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Please provide a brief background of owner(s), include management experience and experience in product line of proposed business:

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Please provide timeline, include estimate of time needed to renovate Market space, date shop would open: \_\_\_\_\_

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Provide, as an attachment, a sketch of the layout of the space. Please describe the improvements that you will make to the space and will fund:

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Please describe the improvements needed to the space that you are requesting for the City to fund:

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Please describe any special requirements that are needed for your business, such as a ventilation system for cooking, electrical services, etc.

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I have read and understand the Lynchburg Community Market Lease Agreement and Community Market Handbook and agree to abide by all rules and policies of the Community Market and lease agreement. I certify that all of the information contained in this application is true and correct and that supplying false or misleading information is grounds for the termination of the applicant's lease.

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Owner name

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Owner name

---

Owner signature

---

Owner signature

---

Date

---

Date





## The City of Lynchburg, Virginia

301 GROVE STREET, LYNCHBURG, VA 24501 (434) 455-5858  
FAX (434) 528-2794

PARKS AND RECREATION  
DEPARTMENT

### ATTACHMENT 4 LYNCHBURG COMMUNITY MARKET APPLICATION/LEASE COOLER STALL RENTAL

I hereby apply to rent cooler space at the Lynchburg Community Market.

Primary User \_\_\_\_\_

Business Name \_\_\_\_\_  
(If applicable)

Mailing Address \_\_\_\_\_

Phone # (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-Mail \_\_\_\_\_

Business License # \_\_\_\_\_ State Tax # \_\_\_\_\_

1. Please check appropriate category of products to be stored in cooler:

- ☐ Locally Grown Produce      ☐ Home-Baked Goods      ☐ Restaurant/Prepared Foods  
☐ Certified Virginia Grown      ☐ Re-Sell Produce  
☐ Home- Produced Goods      ☐ Flowers/Plants

2. What months do you need cooler space and how many cooler spaces each month?

<input type="checkbox"/> Year Round	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Jan	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Feb	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Mar	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Apr	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> May	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> June	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> July	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Aug	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Sept	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Oct	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Nov	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three
<input type="checkbox"/> Dec	<input type="checkbox"/> One, <input type="checkbox"/> Two, or <input type="checkbox"/> Three

3. Produce and food should be kept on racks within the space provided. Vendors are responsible for locks and keys and must provide the market office with a copy of the key to be on file.

4. I have read and agree to abide by all policies of the LCM as stated in the LCM Handbook. I certify that all of the information contained in this application is true and correct and that supplying false or misleading information is grounds for the termination of the applicant's lease.

Applicant Name (Please print legibly) \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Date of Application \_\_\_\_\_

Market Manager Signature \_\_\_\_\_

Date Received by the LCM Manager \_\_\_\_\_

Date Lease Approved by the LCM \_\_\_\_\_

LYNCHBURG COMMUNITY MARKET LEASE AGREEMENT  
ANNUAL LEASE  
PERMANENT SHOPS AND MINI-RESTAURANTS{PRIVATE }

This Agreement of Lease, made and dated \_\_\_\_\_, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia hereinafter referred to as the "Lessor", and

\_\_\_\_\_  
hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor owns and operates a public facility known as the Lynchburg Community Market, located at 1219 Main Street, hereinafter referred to the "Community Market"; and

WHEREAS, the Lessee desires to lease a portion of the Community Market from the Lessor and the Lessor is willing to lease a portion of the Community Market to the Lessee on the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Premises. The Lessor hereby leases unto the Lessee shop space of \_\_\_\_\_square feet located on the north/south/west side of the Community Market. A sketch showing the location of the space leased unto the Lessee is attached to this Agreement, marked "Exhibit A", and by this reference made a part of hereof.

2. Use of Premises. Lessee will use the premises for the purpose of buying, selling, and handling of farm produce and products, or home-made foods, or resell produce and commercial items, or artisan crafts or other such items as may be deemed compatible with the policies of the Community Market as defined by the application and selection process. The products that the Lessee will be offering for sale are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Premises are not to be used for any other purpose without the prior written consent of the Lessor.

3. Rental Rate. For the privileges granted to the Lessee herein, the Lessee agrees to pay an annual fee of \_\_\_\_\_ in twelve (12) equal monthly installments of \_\_\_\_\_for the rental of shop space. The rental fee shall be paid at such place as the Lessor may from time to time designate. It is understood and agreed that rental rates are subject to review at the end of each fiscal year and may be changed in July of each fiscal year to correspond with the prevailing rental rates established by the Lessor for the Community Market. The rental fees are to be paid in full at execution of this agreement. In the event the rental rates are increased in July of a fiscal year the amount of the increase will be payable in full upon the Lessees receipt of a bill from the Lessor.

4. Suppression System and Stove Hood Maintenance Rate. For the privileges granted to the Lessee to operate a Mini-Restaurant herein, the Lessee agrees to pay an annual fee of \_\_\_\_\_ for the Cleaning, Maintenance and Inspection of the Restaurant Kitchen Hood Fire Suppression System. The scope of the work will consist of cleaning the accessible interiors of the kitchen exhaust duct, fan, hood, and filters in the cooking exhaust system and an inspection of the fire system, semi-annually. The maintenance fee shall be paid at such place as the Lessor may from time to time designate. It is understood and agreed that maintenance rates are subject to

review at the end of each fiscal year and may be changed in July of each fiscal year to correspond with the prevailing rental rates established by the Lessor for the Community Market. The maintenance fees are to be paid in full at execution of this agreement. In the event the maintenance rates are increased in July of a fiscal year the amount of the increase will be payable in full upon the Lessee's receipt of a bill from the Lessor.

Equipment Approval. For the privileges granted to the Lessee herein an appliances/equipment layout is to be submitted to the Market Manager with a sketch showing the location of the cooking equipment that will be placed under the ventilation/fire suppression hoods (e.g. electric table-top frying pans, electric grill, electric oven, etc.) in the space leased unto the Lessee attached to this Agreement, marked "Exhibit B", with accurate layout and dimensions of the appliances.

Suppression System Plans & Responsibility Upon completion of the layout, and drawings have been approved by the Market Manager, Business Manager of Parks and Recreation and the City of Lynchburg Engineering Department the Lessee CAN NOT change the location of the appliances, nor replace appliances without a new and approved written plan which is to be submitted to the Manager for approval. If the Lessee desires any repairs, improvements or changes equipment, the Lessee must first obtain the written permission of the Lessor so that the Lessee's work can be monitored by the Lessor. Such repairs, improvements or changes, if approved by the Lessor, are to be made at the sole expense of the Lessee.

5. Term of Lease. The term of this lease shall be for a period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. In the event the Lessee holds over after the end of the initial period of the lease the tenancy of the lease shall be from month to month and such tenancy shall be subject to all of the conditions and terms contained in this Agreement. Rent is due within 10 days of receipt of the rental bill. Rent over thirty (30) days due is considered in default and may be cause for termination of this lease.

6. Removal of Trash. The Lessee must make arrangements at its own expense for the prompt removal of all garbage, trash, and other debris which are left in its portion of the leased premises. All such garbage, trash, and other debris must be removed from the premises as soon as reasonably possible at the conclusion of each business day and the Lessee must maintain the leased portion of the Community Market in a condition acceptable to the Market Manager.

7. Parking. It is agreed and understood that the public parking places at the Community Market will be reserved for customer parking only. The Lessee and the Lessee's employees agree to park only in those areas assigned by the Market Manager. Parking restrictions may be enforced at any time by the Lynchburg Police Department. Loading and unloading of merchandise will be permitted only from the designated areas.

8. Damage of Loss of Property. The Lessor shall not be liable for damage to or loss of any of the Lessee's property, merchandise, equipment, or the property or equipment of any or its agents or employees which is brought onto the premises, regardless of how such damage or loss may occur, including any losses or damages caused by electrical or equipment failure, thefts, fire or by any other reason whatsoever. It is expressly agreed and understood that the Lessee, its agents and employees, in placing property merchandise or equipment in and on the premises do so at their own risk. In the case of permanent shops, the Lessee is required to obtain general liability insurance, to be approved by the City Risk Management Department, with a copy of the policy on file at the Market Office.

9. Damage or Destruction of Lease Premises. If the Community Market shall be damaged by fire, the elements, the public enemy or by any other means, this Lease shall terminate, unless the Lessor shall within 30 days after such damage or destruction notify the Lessee of its intention to restore the premises to a tenantable condition. Prepaid rent will be prorated accordingly. The Lessee shall be responsible for repairing any damages to the premises or to the Lessor's property that are caused by the Lessee, its employees, agents or officials or any other persons the Lessee permits to be on the premises. All repairs made by the Lessee will be supervised by the Lessor and the repairs will be made in a matter satisfactory to the Lessor in accordance with the provisions of Paragraph 11 of this Agreement.

10. Laws, Ordinances, Regulations. In its use of the premises the Lessee agrees to abide by all applicable Federal, State, and City laws, ordinances, rules and regulations that are applicable to the use of the Community Market, now in force or hereinafter adopted. The Lessee agrees to observe all rules and regulations that may be promulgated from time to time by the Lessor. The existing rules and regulations that have been promulgated for the operation of the City Market are to be deemed a part of the Agreement as if set forth herein at length. The lessee also agrees to abide by all special conditions, if any, which are contained in the "Special Conditions" sheet, which, if applicable, is attached to this Agreement and made a part hereof". It is the Lessee's obligation to be at all times familiar with and comply fully with said rules and regulations, any violation thereof being a violation of this Agreement. In the event of any conflict between the terms of this lease and any applicable ordinances, laws, rules and regulations, the latter shall control the Lessee's activities at the City Market. The authority for the adoption of and the administration of rules and regulations applying to the Community Market has been delegated by the City Manager to the Director of Parks and Recreation.

11. Inspection of Premises and Equipment. The Lessee shall allow the Lessor and its agents and employees to inspect the premises and any equipment or property it brings onto the premises in order that the Lessor may determine if the Lessee is abiding by the terms and conditions of this Agreement. Lessee is required to provide the Market Office with a key to their permanent shop. In addition, the Lessee agrees that the premises, equipment and property shall be available for inspection by the State Fire Marshall, by State and City health authorities and other appropriate officials.

12. Maintenance of Premises. The Lessee has examined the premises and has agreed to accept them in their present condition. The Lessor will maintain the demised premises in substantially the same condition as they are at the present time. Upon termination of the Agreement, the premises will be returned to the Lessor in good repair, ordinary wear and tear excepted. While the Lessor reserves the right to enlarge or improve the premises the Lessor shall be under no duty or obligation to make any additional improvements to the premises during the term of this Agreement.

If the Lessee desires or is obligated under Paragraph 8 or this Agreement to make any repairs, improvements or changes in the demised premises, the Lessee must first obtain the written permission of the Lessor (City of Lynchburg, Market Manager) so that the Lessee's work can be monitored by the Lessor. Such repairs, improvements or changes, if approved by the Lessor (City of Lynchburg, Market Manager), are to be made at the sole expense of the Lessee. At the expiration of the term of this lease the Lessee shall have the right to remove from the premises any and all machinery, power plants, equipment or other items of the character of personal property, provided that such equipment or items are removable and have not become a part of the building, and that the Lessee in removing such machinery, power plants, equipment or other items will not damage, impair or in any way disturb the original building. Also, upon the removal of such machinery, power plants, equipment or fixtures it shall be the responsibility of the Lessee at its sole cost and expense, to return the premises to their

original condition. *The Lessee will not be permitted to remove any machinery, power plants, equipment or other items if the Lessee is in default on any of the payments or obligations required of it herein.*

13. Assignment of Lease. The Lessee shall not assign the lease or sublet the premises or any portion thereof without the prior written consent of the City.

14. Termination. In the event the Lessee violates any of the terms, conditions and covenants contained in this Agreement, the Lessor shall have the right to immediately terminate this Agreement without prior notice to the Lessee and to immediately take possession of the demised premises. Failure of the Lessor to terminate this Agreement in the event of a breach of any of the terms, covenants, and conditions contained herein shall not construe a waiver of the right to so terminate in the event of any subsequent breach of the Agreement by the Lessee. Moreover, it is agreed that either party may terminate this Agreement of Lease by giving the other party 60 days notice in writing of its intention to terminate, whereupon the termination shall be effective at the expiration of the 60 day notice.

15. Notices. Any notice required under this Agreement to the Lessor shall be by ordinary mail, addressed to the Market Manager 1219 Main Street Lynchburg VA 24504. Any notice required under this Agreement to the Lessee shall be by ordinary mail addressed to the Lessee at the address set forth above.

16. Insurance and Indemnity. Permanent Shop and Mini-restaurant must acquire, and keep in force, commercial general liability insurance with a combined single limit of not less than \$500,000 per occurrence including products-completed operations coverage issued by an insurance company authorized to do business in the Commonwealth of Virginia and acceptable to the City of Lynchburg. The Vendor and his/her insurance company shall provide a certificate of insurance:

- Naming the City of Lynchburg as an “additional insured”;
- Stating that the insurance shall not be modified nor cancelled unless at least forty-five (45) days prior notice to the effect is given to the Business Manager, Parks & Recreation Dept., City of Lynchburg;
- Indemnifying, keeping and holding harmless the Lynchburg Community Market and the City of Lynchburg from any and all claims and demands, whether for injuries to persons, or loss of life or damage to property, on or off the premises, arising out of the use or occupancy of the premises by Vendor and shall defend at Vendor’s own expense any action brought against the Lynchburg Community Market, or its agents or employees, as a result of the Vendor’s acts or omissions.
- The failure to maintain the required insurance coverage will be grounds for the immediate termination of the lease without the requirement of advance notice by the City.

17. Quality of Products Sold. The Lessee agrees to provide high quality fresh agriculture produce, top quality food products, or homemade craft items will be subject to inspection by State authorities or City health authorities to insure that high quality, wholesome products are being sold. Failure to pass these inspections could result in the termination of this Agreement. The Lessee agrees that all fruits, vegetables, or other goods that are damaged, deteriorated, unwholesome, or have serious grade defects that cannot be brought to acceptable grade by grading out and rerunning efforts shall be destroyed or removed from the Market. Failure to destroy or remove these items from the Market after written notification will result in termination of this Agreement.

18. Discrimination. The Lessee and its employees, agents, volunteers or subcontractors shall not discriminate or permit discrimination against any person on the grounds of race, color, sex, or national origin, in connection with its use of the leased premises. Furthermore, the Lessee and its employees, agents, volunteers or subcontractors will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

19. General Provisions.

(A) The Lessee agrees to abide by all policies of the Community Market Handbook.

(B) The Lessee must comply with all Federal, State, and Local ordinances. Lessee agrees to obtain all business licenses, sales tax numbers and any other permits or licenses necessary for doing business at the Community Market, and pay all taxes accordingly.

(C) The Lessee agrees to be responsible for the methods of weights and measures by which its commodities are marked and sold, to be subject to all laws regarding such weights and measures and to take appropriate steps to determine that all weights and measures used in its business activities at the Community Market are true and accurate.

(D) The Lessee of any permanent shop or mini -restaurant agrees to remain open year round, a minimum of five days per week, six hours a day, with one of the days being Saturday. Decisions on closing for holidays, closing from inclement weather, changes in hours and any other matters of mutual concern may be recommended by a majority of vendors at the Community Market with the final decision being made by the Market Manager.

(E) The Lessee shall not make modifications to the shop, including installation of any electrical appliance or equipment, without the prior written consent of the Lessor.

(F) The Lessee agrees to be responsible for his own sales tax collection on taxable items and the reporting of the sale of such items to the State Department of Taxation.

IN WITNESS WHEREOF, the parties hereto have set their names and seals to this Agreement of Lease as of the day and year set forth above.

CITY OF LYNCHBURG

By: \_\_\_\_\_  
Market Manager

By: \_\_\_\_\_  
Director of Parks and Recreation

By: \_\_\_\_\_  
Lessee

By: \_\_\_\_\_  
Lessee

## SPECIAL CONDITIONS

The following SPECIAL CONDITIONS are for the contractual period \_\_\_\_\_.

The SPECIAL CONDITIONS portion of this lease will not hold over month to month after the ending of the initial period of lease. The City of Lynchburg is in no way obligated to renew this portion of the contract in subsequent years.

[illegible]

Enclosed: Exhibit "A" \_\_\_\_Shop Space Layout  
Exhibit "B" \_\_\_\_Equipment Layout Under Stove Hood



LYNCHBURG COMMUNITY MARKET LEASE AGREEMENT  
MONTHLY LEASE  
INTERIOR AND EXTERIOR STALLS

This Agreement of Lease, made and dated \_\_\_\_\_, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia hereinafter referred to as the "Lessor", and

\_\_\_\_\_  
hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor owns and operates a public facility known as the Lynchburg Community Market, located at 1219 Main Street, hereinafter referred to the "Community Market"; and

WHEREAS, the Lessee desires to lease a portion of the Community Market from the Lessor and the Lessor is willing to lease a portion of the Community Market to the Lessee on the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Premises. The Lessor hereby leases unto the Lessee stall space number \_\_\_\_\_. A sketch showing the location of the space leased unto the Lessee is attached to this Agreement, marked "Exhibit A", and by this reference made a part of hereof.

2. Use of Premises. Lessee will use the premises for the purpose of buying, selling, and handling of farm produce and products, or home-made foods, or resell produce, or artisan crafts or other such items as may be deemed compatible with the policies of the Community Market as defined by the application and selection process. The products that the Lessee will be offering for sale are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Premises are not to be used for any other purpose without the prior written consent of the Lessor.

3. Rental Rate. For the privileges granted to the Lessee herein, the Lessee agrees to pay a monthly fee of \_\_\_\_\_ for the rental of the stall space. The rental fee shall be paid at such place as the Lessor may from time to time designate. It is understood and agreed that rental rates are subject to review at the end of each fiscal year and may be changed in July of each fiscal year to correspond with the prevailing rental rates established by the Lessor for the Community Market. The rental fees are to be paid in full at execution of this agreement. In the event the rental rates are increased in July of a fiscal year the amount of the increase will be payable in full upon the Lessee's receipt of a bill from the Lessor.

4. Term of Lease. The term of this lease shall be for a period of one month and is renewable with agreement for both parties for a period of eleven (11) consecutive months. Rent is due to the LCM office by the last Saturday of the month for the next month. Rent is considered in default if not received by the first Saturday of every month. At time of default the City may terminate this lease without notice.

5. Removal of Trash. The Lessee must make arrangements at its own expense for the prompt removal of all garbage, trash, and other debris which are left in its portion of the leased premises. All such garbage, trash, and

other debris must be removed from the premises as soon as reasonably possible at the conclusion of each business day and the Lessee must maintain the leased portion of the Community Market in a condition acceptable to the Market Manager.

6. Parking. It is agreed and understood that the public parking places at the Community Market will be reserved for customer parking only. The Lessee and the Lessee's employees agree to park only in those areas assigned by the Market Manager. Parking restrictions may be enforced at any time by the Lynchburg Police Department. Loading and unloading of merchandise will be permitted only from the designated areas.

7. Damage or Loss of Property. The Lessor shall not be liable for damage to or loss of any of the Lessee's property, merchandise, equipment, or the property or equipment of any of its agents or employees which is brought onto the premises, regardless of how such damage or loss may occur, including any losses or damages caused by electrical or equipment failure, thefts, fire or by any other reason whatsoever. It is expressly agreed and understood that the Lessee, its agents and employees, in placing property merchandise or equipment in and on the premises do so at their own risk.

8. Damage or Destruction of Lease Premises. If the Community Market shall be damaged by fire, the elements, the public enemy or by any other means, this Lease shall terminate, unless the Lessor shall within 30 days after such damage or destruction notify the Lessee of its intention to restore the premises to a tenantable condition. Prepaid rent will be prorated accordingly. The Lessee shall be responsible for repairing any damages to the premises or to the Lessor's property that are caused by the Lessee, its employees, agents or officials or any other persons the Lessee permits to be on the premises. All repairs made by the Lessee will be supervised by the Lessor and the repairs will be made in a manner satisfactory to the Lessor in accordance with the provisions of Paragraph 11 of this Agreement.

9. Laws, Ordinances, Regulations. In its use of the premises the Lessee agrees to abide by all applicable Federal, State, and City laws, ordinances, rules and regulations that are applicable to the use of the Community Market, now in force or hereinafter adopted. The Lessee agrees to observe all rules and regulations that may be promulgated from time to time by the Lessor. The existing rules and regulations that have been promulgated for the operation of the City Market are to be deemed a part of the Agreement as if set forth herein at length. It is the Lessee's obligation to be at all times familiar with and comply fully with said rules and regulations, any violation thereof being a violation of this Agreement. In the event of any conflict between the terms of this lease and any applicable ordinances, laws, rules and regulations, the latter shall control the Lessee's activities at the City Market. The authority for the adoption of and the administration of rules and regulations applying to the Community Market has been delegated by the City Manager to the Director of Parks and Recreation.

10. Inspection of Premises and Equipment. The Lessee shall allow the Lessor and its agents and employees to inspect the premises and any equipment or property it brings onto the premises in order that the Lessor may determine if the Lessee is abiding by the terms and conditions of this Agreement. In addition, the Lessee agrees that the premises, equipment and property shall be available for inspection by the State Fire Marshall, by State and City health authorities and other appropriate officials.

11. Maintenance of Premises. The Lessee has examined the premises and has agreed to accept them in their present condition. The Lessor will maintain the demised premises in substantially the same condition as they are at the present time. Upon termination of the Agreement, the premises will be returned to the Lessor in good repair, ordinary wear and tear excepted. While the Lessor reserves the right to enlarge or improve the premises

the Lessor shall be under no duty or obligation to make any additional improvements to the premises during the term of this Agreement.

If the Lessee desires or is obligated under Paragraph 8 or this Agreement to make any repairs, improvements or changes in the demised premises, the Lessee must first obtain the written permission of the Lessor (City of Lynchburg, Market Manager) so that the Lessee's work can be monitored by the Lessor. Such repairs, improvements or changes, if approved by the Lessor (City of Lynchburg, Market Manager), are to be made at the sole expense of the Lessee. At the expiration of the term of this lease the Lessee shall have the right to remove from the premises any and all machinery, power plants, equipment or other items of the character of personal property, provided that such equipment or items are removable and have not become a part of the building, and that the Lessee in removing such machinery, power plants, equipment or other items will not damage, impair or in any way disturb the original building. Also, upon the removal of such machinery, power plants, equipment or fixtures it shall be the responsibility of the Lessee at its sole cost and expense, to return the premises to their original condition. *The Lessee will not be permitted to remove any machinery, power plants, equipment or other items if the Lessee is in default on any of the payments or obligations required of it herein.*

12. Indemnity. The Lessee shall be responsible for all damages to City property that are caused by the Lessee, its employees, agents, officials or any persons the Lessee allows to be on the premises and shall indemnify and hold harmless and assume the defense of the City, its employees, officers and agents, from any and all claims, liabilities, judgments, costs, causes of actions, damages and expenses, and shall pay all attorney's fees, court costs and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, officers and agents by reason of or on account of damage to the property of, injury to or death of any person arising from the Lessee's use and occupancy of the demised premises, and the Lessee's activities at the Community Market, which property damage, personal injury or death is allegedly due to any wrongful act, or act of negligent commission or omission on the part of the Lessee, its agents, employees or duly authorized representatives.

13. Assignment of Lease. The Lessee shall not assign the lease or sublet the premises or any portion thereof without the prior written consent of the City.

14. Termination. In the event the Lessee violates any of the terms, conditions and covenants contained in this Agreement, the Lessor shall have the right to immediately terminate this Agreement without prior notice to the Lessee and to immediately take possession of the demised premises. Failure of the Lessor to terminate this Agreement in the event of a breach of any of the terms, covenants, and conditions contained herein shall not construe a waiver of the right to so terminate in the event of any subsequent breach of the Agreement by the Lessee. Moreover, it is agreed that either party may terminate this Agreement of Lease by giving the other party 10 days notice in writing of its intention to terminate, whereupon the termination shall be effective at the expiration of the 10 day notice.

15. Notices. Any notice required under this Agreement to the Lessor shall be by ordinary mail, addressed to the Market Manager 1219 Main Street Lynchburg VA 24504. Any notice required under this Agreement to the Lessee shall be by ordinary mail addressed to the Lessee at the address set forth above.

17. Quality of Products Sold. The Lessee agrees to provide high quality fresh agriculture produce, top quality food products, or homemade craft items will be subject to inspection by State authorities or City health authorities

to insure that high quality, wholesome products are being sold. Failure to pass these inspections could result in the termination of this Agreement. The Lessee agrees that all fruits, vegetables, or other goods that are damaged, deteriorated, unwholesome, or have serious grade defects that cannot be brought to acceptable grade by grading out and rerunning efforts shall be destroyed or removed from the Market. Failure to destroy or remove these items from the Market after written notification will result in termination of this Agreement.

Craft Artisans agree that all items sold have been approved through the jury process and that all items meet the definition of a hand crafted as defined in the Lynchburg Community Market Handbook.

18. Discrimination. The Lessee and its employees, agents, volunteers or subcontractors shall not discriminate or permit discrimination against any person on the grounds of race, color, sex, or national origin, in connection with its use of the leased premises. Furthermore, the Lessee and its employees, agents, volunteers or subcontractors will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

19. General Provisions.

(A) The Lessee agrees to abide by all policies as stated in the Lynchburg Community Market Handbook.

(B) The Lessee must comply with all Federal, State, and Local ordinances. Lessee agrees to obtain all business licenses, sales tax numbers and any other permits or licenses necessary for doing business at the Community Market, and pay all taxes accordingly.

(C) The Lessee agrees to be responsible for the methods of weights and measures by which its commodities are marked and sold, to be subject to all laws regarding such weights and measures and to take appropriate steps to determine that all weights and measures used in its business activities at the Community Market are true and accurate.

(D) The Lessee of any interior stall agrees to operate at a minimum every Saturday from 7:00 am - 2:00 pm year round. The Lessee of any exterior stall agrees to operate a minimum of every Saturday from 7:00 am- 2:00 pm during the months of April – October. The Lessee understands that a stall may be rerented in accordance with the Community Market Handbook. Decisions on closing for holidays, closing from inclement weather, changes in hours and any other matters of mutual concern may be recommended by a majority of vendors at the Community Market with the final decision being made by the Market Manager.

(E) The Lessee shall not make modifications to the shop, including installation of any electrical appliance or equipment, without the prior written consent of the Lessor.

(F) The Lessee agrees to be responsible for his own sales tax collection on taxable items and the reporting of the sale of such items to the State Department of Taxation.

IN WITNESS WHEREOF, the parties hereto have set their names and seals to this Agreement of Lease as of the day and year set forth above.

CITY OF LYNCHBURG

By: \_\_\_\_\_  
Market Manager

By: \_\_\_\_\_  
Director of Parks and Recreation

By: \_\_\_\_\_  
Lessee

By: \_\_\_\_\_  
Lessee

LYNCHBURG COMMUNITY MARKET LEASE AGREEMENT  
DAY LEASE  
INTERIOR AND EXTERIOR STALLS

This Agreement of Lease, made and dated \_\_\_\_\_, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia hereinafter referred to as the "Lessor", and

\_\_\_\_\_  
hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor owns and operates a public facility known as the Lynchburg Community Market, located at 1219 Main Street, hereinafter referred to the "Community Market"; and

WHEREAS, the Lessee desires to lease a portion of the Community Market from the Lessor and the Lessor is willing to lease a portion of the Community Market to the Lessee on the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Premises. The Lessor hereby leases unto the Lessee stall space number \_\_\_\_\_. A sketch showing the location of the space leased unto the Lessee is attached to this Agreement, marked "Exhibit A", and by this reference made a part of hereof.

2. Use of Premises. Lessee will use the premises for the purpose of buying, selling, and handling of farm produce and products, or home-made foods, or resell produce, or artisan crafts or other such items as may be deemed compatible with the policies of the Community Market as defined by the application and selection process. The products that the Lessee will be offering for sale are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Premises are not to be used for any other purpose without the prior written consent of the Lessor.

3. Rental Rate. For the privileges granted to the Lessee herein, the Lessee agrees to pay a daily fee of \_\_\_\_\_ for the rental of the stall space. The rental fee is to be paid at the time of executing this lease.

4. Term of Lease. The term of this lease shall be for a period of one day.

5. Removal of Trash. The Lessee must make arrangements at its own expense for the prompt removal of all garbage, trash, and other debris which are left in its portion of the leased premises. All such garbage, trash, and other debris must be removed from the premises as soon as reasonably possible at the conclusion of each business day and the Lessee must maintain the leased portion of the Community Market in a condition acceptable to the Market Manager.

6. Parking. It is agreed and understood that the public parking places at the Community Market will be reserved for customer parking only. The Lessee and the Lessee's employees agree to park only in those areas assigned by the Market Manager. Parking restrictions may be enforced at any time by the Lynchburg Police Department. Loading and unloading of merchandise will be permitted only from the designated areas.

7. Damage or Loss of Property. The Lessor shall not be liable for damage to or loss of any of the Lessee's property, merchandise, equipment, or the property or equipment of any or its agents or employees which is brought onto the premises, regardless of how such damage or loss may occur, including any losses or damages caused by electrical or equipment failure, thefts, fire or by any other reason whatsoever. It is expressly agreed and understood that the Lessee, its agents and employees, in placing property merchandise or equipment in and on the premises do so at their own risk.

8. Damage or Destruction of Lease Premises. If the Community Market shall be damaged by fire, the elements, the public enemy or by any other means, this Lease shall terminate, unless the Lessor shall within 30 days after such damage or destruction notify the Lessee of its intention to restore the premises to a tenantable condition. Prepaid rent will be prorated accordingly. The Lessee shall be responsible for repairing any damages to the premises or to the Lessor's property that are caused by the Lessee, its employees, agents or officials or any other persons the Lessee permits to be on the premises. All repairs made by the Lessee will be supervised by the Lessor and the repairs will be made in a manner satisfactory to the Lessor in accordance with the provisions of Paragraph 11 of this Agreement.

9. Laws, Ordinances, Regulations. In its use of the premises the Lessee agrees to abide by all applicable Federal, State, and City laws, ordinances, rules and regulations that are applicable to the use of the Community Market, now in force or hereinafter adopted. The Lessee agrees to observe all rules and regulations that may be promulgated from time to time by the Lessor. The existing rules and regulations that have been promulgated for the operation of the City Market are to be deemed a part of the Agreement as if set forth herein at length. It is the Lessee's obligation to be at all times familiar with and comply fully with said rules and regulations, any violation thereof being a violation of this Agreement. In the event of any conflict between the terms of this lease and any applicable ordinances, laws, rules and regulations, the latter shall control the Lessee's activities at the City Market. The authority for the adoption of and the administration of rules and regulations applying to the Community Market has been delegated by the City Manager to the Director of Parks and Recreation.

10. Inspection of Premises and Equipment. The Lessee shall allow the Lessor and its agents and employees to inspect the premises and any equipment or property it brings onto the premises in order that the Lessor may determine if the Lessee is abiding by the terms and conditions of this Agreement. In addition, the Lessee agrees that the premises, equipment and property shall be available for inspection by the State Fire Marshall, by State and City health authorities and other appropriate officials.

11. Maintenance of Premises. The Lessee has examined the premises and has agreed to accept them in their present condition. The Lessor will maintain the demised premises in substantially the same condition as they are at the present time. Upon termination of the Agreement, the premises will be returned to the Lessor in good repair, ordinary wear and tear excepted.

12. Indemnity. The Lessee shall be responsible for all damages to City property that are caused by the Lessee, its employees, agents, officials or any persons the Lessee allows to be on the premises and shall indemnify and hold harmless and assume the defense of the City, its employees, officers and agents, from any and all claims, liabilities, judgments, costs, causes of actions, damages and expenses, and shall pay all attorney's fees, court costs and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, officers and agents by reason of or on account of damage to the property of, injury to or death of any person arising from the Lessee's use and occupancy of the demised

premises, and the Lessee's activities at the Community Market, which property damage, personal injury or death is allegedly due to any wrongful act, or act of negligent commission of omission on the part of the Lessee, its agents, employees or duly authorized representatives.

13. Assignment of Lease. The Lessee shall not assign the lease or sublet the premises or any portion thereof without the prior written consent of the City.

14. Termination. In the event the Lessee violates any of the terms, conditions and covenants contained in this Agreement, the Lessor shall have the right to immediately terminate this Agreement without prior notice to the Lessee and to immediately take possession of the demised premises. Failure of the Lessor to terminate this Agreement in the event of a breach of any of the terms, covenants, and conditions contained herein shall not construe a waiver of the right to so terminate in the event of any subsequent breach of the Agreement by the Lessee.

15. Notices. Any notice required under this Agreement to the Lessor shall be by ordinary mail, addressed to the Market Manager 1219 Main Street Lynchburg VA 24504. Any notice required under this Agreement to the Lessee shall be by ordinary mail addressed to the Lessee at the address set forth above.

17. Quality of Products Sold. The Lessee agrees to provide high quality fresh agriculture produce, top quality food products, or homemade craft items and will be subject to inspection by State authorities or City health authorities to ensure that high quality, wholesome products are being sold. Failure to pass these inspections could result in the termination of this Agreement. The Lessee agrees that all fruits, vegetables, or other goods that are damaged, deteriorated, unwholesome, or have serious grade defects that cannot be brought to acceptable grade by grading out and rerunning efforts shall be destroyed or removed from the Market. Failure to destroy or remove these items from the Market after written notification will result in termination of this Agreement.

Craft Artisans agree that all items sold have been approved through the evaluation process and that all items meet the definition of a hand craft as defined in the Lynchburg Community Market Handbook.

18. Discrimination. The Lessee and its employees, agents, volunteers or subcontractors shall not discriminate or permit discrimination against any person on the grounds of race, color, sex, or national origin, in connection with its use of the leased premises. Furthermore, the Lessee and its employees, agents, volunteers or subcontractors will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

19. General Provisions.

(A) The Lessee agrees to abide by all policies as stated in the Lynchburg Community Market Handbook.

(B) The Lessee must comply with all Federal, State, and Local ordinances. Lessee agrees to obtain all business licenses, sales tax numbers and any other permits or licenses necessary for doing business at the Community Market, and pay all taxes accordingly.

(C) The Lessee agrees to be responsible for the methods of weights and measures by which its commodities are marked and sold, to be subject to all laws regarding such weights and measures and to take appropriate steps to determine that all weights and measures used in its business activities at the Community Market are true and accurate.



(D) The Lessee shall not make modifications to the shop, including installation of any electrical appliance or equipment, without the prior written consent of the Lessor.

(E) The Lessee agrees to be responsible for his own sales tax collection on taxable items and the reporting of the sale of such items to the State Department of Taxation.

IN WITNESS WHEREOF, the parties hereto have set their names and seals to this Agreement of Lease as of the day and year set forth above.

CITY OF LYNCHBURG

By: \_\_\_\_\_  
Market Manager

By: \_\_\_\_\_  
Lessee

By: \_\_\_\_\_  
Lessee